

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Sheriff-Coroner	(2) MEETING DATE June 27, 2006	(3) CONTACT/PHONE Michael Matus (805) 781-4555	
(4) SUBJECT Request for approval of contract for pathology services related to autopsies.			
(5) SUMMARY OF REQUEST The Sheriff's Department has conducted a search for a replacement licensed forensic pathologist certified by the American College of Forensic Examiner to conduct autopsies. Dr. Gary Walter, M.D., DBA Microcorre Diagnostic Laboratory was identified as a licensed forensic pathologist whose expertise fulfills the need of the Coroner's Office. Dr. Walter began performing Coroner's autopsies, on an interim basis, on September 1, 2005. Dr. Walter's services to the Sheriff-Coroner during this interim period were excellent and represent the same level of service as in the past.			
(6) RECOMMENDED ACTION The Sheriff-Coroner requests that the Board of Supervisors approve the attached contract with Dr. Gary Walter, M.D. to provide forensic pathology services.			
(7) FUNDING SOURCE(S) General Fund	(8) CURRENT YEAR COST \$180,000.00	(9) ANNUAL COST 180,000.00	(10) BUDGETED? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel has reviewed the contract and approves it as to form and legal effect, and the District Attorney's Office concurs with this recommendation. The County Administrative Office has also reviewed this request.			
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____			
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input checked="" type="checkbox"/> All		(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	(15) Maddy Act Appointments Signed-off by Clerk of the Board <input type="checkbox"/> N/A
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)		(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A	
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		(19) BUDGET ADJUSTMENT REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A	
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) _____		(21) W-9 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	(22) Agenda Item History <input type="checkbox"/> N/A    Date__December 20, 2005
(23) ADMINISTRATIVE OFFICE REVIEW  <div style="text-align: center; font-size: 1.5em; font-family: cursive;">Natalie Schmidt</div> <div style="text-align: right; font-size: 1.5em; font-family: cursive; transform: rotate(-15deg);">6-27-06 B-29</div>			



**Patrick Hedges**

**Sheriff-Coroner**

P.O. Box 32

San Luis Obispo, CA 93406

**San Luis Obispo County Sheriff's Department**

**Area Code:**  
**(805)**

Administration  
781-4540

Animal Services  
781-4400

Civil  
Enforcement  
781-5484

Crime  
Prevention  
781-4547

Custody  
781-4600

Detectives  
781-4500

Patrol  
781-4550

Coast Station  
528-6083

Dispatch  
781-4550

North Station  
237-3000

South Station  
473-7100

Watch  
Commander  
781-4553

Permits  
781-4575

Property  
781-4533

Records  
781-4140

Warrants  
781-4588

**TO: BOARD OF SUPERVISORS**

**FROM: PATRICK HEDGES, SHERIFF-CORONER**

**DATE: JUNE 27, 2006**

**SUBJECT: REQUEST FOR APPROVAL OF CONTRACT FOR PATHOLOGY SERVICES RELATED TO AUTOPSIES.**

**RECOMMENDATION:**

The Sheriff-Coroner requests that the Board of Supervisors approve the attached contract with Microcorre Diagnostic Laboratory, to provide forensic pathology services.

**DISCUSSION:**

The Sheriff-Coroner has the mandated responsibility to determine the method and manner of certain reportable deaths. Medical procedures must be fulfilled by a forensic pathologist who is specially skilled and licensed to determine the cause of death and interpretation for court.

In August 2005, Dr. Walker, the previous forensic pathologist, exercised his right to terminate his agreement with the Coroner's Office, resulting in a search for a replacement licensed forensic pathologist certified by the American College of Forensic Examiner. At that time Gary Walter, M.D., DBA Microcorre Diagnostic Laboratory, was identified as the only licensed forensic pathologist within 150 mile of San Luis Obispo who was willing to accept Coroner pathology contract work. Dr. Walter's primary workload and office is in Tulare. The Sheriff-Coroner's Department and the District Attorney's Office inquired into Dr. Walter's qualifications and reputation and found Dr. Walter very qualified to conduct the required services. Dr. Walter began performing Coroner's autopsies on an interim basis on September 1, 2005. Dr. Walter's services to the Sheriff-Coroner during this interim period were excellent and represent the same level of service as in the past. At the time Dr. Walter entered into this interim agreement, he pointed out the fact that the interim contract represented service at a below market rate.

In 2004, the Coroner's Office investigators handled 1,326 reportable deaths which resulted in 262 investigations. Of these cases, 162 required autopsy, 13 required medical inspections and 87 required a review of medical records. In 2005, the Coroner's investigators handled

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1,306 reportable deaths which resulted in 309 investigations. Of these cases, 188 required autopsy, 29 required medical inspections and 92 required a review of medical records. Although there was a slight decline in the total number of reportable deaths, there was an across the board increase in the number of cases that required some level of medical and/or forensic investigation. 2005 investigations represent an 18% increase over 2004 investigations. There was a 16% increase in the number of autopsies, a 123% increase in the number of medical inspections and a 6% increase in the number of medical records reviews. There is no indication these increases will cease, and the County needs to ensure that it has in place a contract to fulfill these mandated services at a known cost.

The term of this agreement shall be from July 1, 2006 and shall expire on June 30, 2011, unless sooner terminated as provided within the terms of the contract. To fulfill the mandated responsibilities of the Coroner's Office, it is requested that the attached five year contract be approved.

**OTHER AGENCY INVOLVEMENT/IMPACT:**

County Counsel has reviewed the contract and approve it as to form and legal effect, and the District Attorney's Office concurs with this recommendation. The County Administrative Office has also reviewed this request.

**FISCAL CONSIDERATIONS:**

The County agrees to compensate Dr. Walter \$180,000.00 annually, for professional services that permit the Sheriff-Coroner to meet the mandated duties of Office.

**INTENDED RESULTS:**

The contracted forensic pathologist is expected to perform up to 225 autopsies and 75 death inspections or reviews in the first year and this contract provides for an annual increase in these numbers. This first year represents a 12.5% increase in autopsies and a 15.4% increase in death inspections over the last contract. The caseload is clearly outside the control of the Sheriff-Coroner's Department and without this contract the mandated duties of the Coroner cannot be met.

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**SAN LUIS OBISPO COUNTY  
SHERIFF-CORONER  
CONTRACT FOR PROFESSIONAL SERVICES ("CONTRACT")**

The County of San Luis Obispo, a political subdivision of the State of California, herein after called "COUNTY" does hereby agree with Microcorre Diagnostic Laboratory, a California Corporation, hereinafter called "CONTRACTOR" as follows:

WHEREAS, County needs forensic autopsy service; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services;

NOW THEREFORE, the parties mutually agree as follows:

1. BASIC TERM.

The term of this CONTRACT commences on July 1, 2006, and shall expire on June 30, 2011, unless sooner terminated as herein provided.

2. DIRECTION/SUPERVISION.

CONTRACTOR will report to the supervisor of the Coroner's Unit or designee of the San Luis Obispo County Sheriff-Coroner.

3. RESPONSIBILITIES.

CONTRACTOR shall serve as pathologist for and on behalf of COUNTY, and in this capacity shall provide medical and professional serves as required and in accordance with the policies of the San Luis Obispo County Sheriff-Coroner. The COUNTY shall identify and provide access to a facility where forensic autopsies will be conducted. All of the expense associated with the provision of this facility will be the responsibility of the COUNTY. No part of the premises of the facility provided shall be used by CONTRACTOR or any of its designated pathologists as an office for the general practice of medicine.

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4. CONTRACTOR'S SPECIFIC DUTIES.

A. CONTRACTOR will act as a forensic pathologist, certified by the American College of Forensic Examiners or deemed qualified on the basis of training and experience, to provide the following services:

- (1) Direct the operation and management of all pathology services as required by the San Luis Obispo County Sheriff-Coroner.
- (2) Provide necessary coroner pathology services as required by the San Luis Obispo County Sheriff-Coroner for San Luis Obispo County.
- (3) Perform all autopsies as determined by the Coroner's unit supervisor.
- (4) Perform all autopsies and prepare autopsy reports, within 45 days unless an extension is approved in writing by the Coroner's Unit supervisor.
- (5) Appear in court and provide testimony on behalf of the County when requested to do so by the Sheriff-Coroner or District Attorney of San Luis Obispo County.
- (6) Provide pathology services as required.

5. OWNERSHIP OF MATERIALS.

COUNTY shall be the owner of the following materials produced or created incidental to this CONTRACT, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this CONTRACT is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except upon receipt of prior written approval of COUNTY. CONTRACTOR shall have access at all reasonable times to review all items and materials incidental to this CONTRACT and to make and retain copies thereof as necessary for CONTRACTOR'S business.

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6. COMPENSATION.

Refer to Exhibit "A"

7. INSURANCE.

It is agreed that CONTRACTOR shall procure the following required insurance coverage at its sole cost and expense.

CONTRACTOR shall submit to the COUNTY Certificate(s) of insurance documenting the required insurance coverage prior to this CONTRACT becoming effective. Such insurance coverage shall be maintained during the term of this contract. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by COUNTY, CONTRACTOR shall provide certified copies of any insurance policy to the county within ten (10) working days.

- (1) Any employee of the CONTRACTOR shall be covered by Workers' Compensation Insurance with an insurance company acceptable to the COUNTY. Statutory Worker's Compensation and Employers Liability Insurance shall be provided. The policy shall provide that no cancellation, major change in coverage or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by COUNTY.
- (2) Commercial General Liability Insurance with insurance company or companies acceptable to the COUNTY. The general liability insurance shall include personal injury and liability coverage. The limit of the liability for said policy shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- (3) Professional Liability Insurance with insurance companies acceptable to the COUNTY. The professional liability insurance shall include coverage for the activities of CONTRACTOR'S professional staff with a combined single limit

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of at least \$1,000,000 per policy or policies. The policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage.

8. EMPLOYMENT STATUS.

CONTRACTOR, and its personnel shall, during the entire term of the CONTRACT, be construed to be independent Contractors and nothing in this CONTRACT is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which CONTRACTOR performs the services which are the subject matter of this CONTRACT; provided always however that the services to be provided shall be provided in a manner consistent with all applicable standards and regulations governing such services. CONTRACTOR understands and agrees that CONTRACTOR'S personnel are not and will not be eligible for membership in or any benefits from any COUNTY group plan for hospital, surgical or medical insurance or for membership in any COUNTY retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for any other benefit which accrues to a COUNTY employee.

9. LICENSING.

If CONTRACTOR, or its personnel are required by professional or State agencies to be licensed or certified in order to provide services pursuant to this CONTRACT, CONTRACTOR warrants that such persons are, and continue to be, licensed or certified for the entire term of this CONTRACT. Services provided by unlicensed or uncertified persons shall not be compensated.

10. NON-EXCLUSIVE AGREEMENT.

CONTRACTOR understands that this is not an exclusive CONTRACT and that the COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires. CONTRACTOR

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shall be permitted to provide the same or similar services as those provided hereunder to others during the term of this CONTRACT.

11. ASSIGNMENT.

Neither of the parties hereto shall assign any or all of their rights or duties under this CONTRACT to any other person, corporation or public agency.

12. NON-DISCRIMINATION.

CONTRACTOR shall comply with all laws and ordinances prohibiting unlawful discrimination in providing services pursuant to this CONTRACT.

13. TERMINATION.

Either of the parties hereto may, prior to the expiration of this CONTRACT, terminate this CONTRACT, with or without cause, upon ninety (90) days written notice to the other. However, ninety days notice of termination shall not be required in the event of a material breach of this CONTRACT by CONTRACTOR. If CONTRACTOR fails to maintain insurance coverage as provided in Section 7 of this CONTRACT, this CONTRACT shall be deemed terminated without any further notice. Because the term of this Agreement extends into fiscal years subsequent to that in which it was approved, continuation of the Agreement is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors. If such funds are not appropriated, this Agreement is terminated and the County is relieved of any further obligation under this Agreement.

14. AUTHORITY.

All parties to this CONTRACT warrant and represent that they have the power and authority to enter in to this CONTRACT in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by required by any such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state



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and/or federal law in order to enter into this CONTRACT have been fully complied with. Furthermore, by entering into this CONTRACT, the parties hereby warrant that they have not breached the terms or condition of any other contracts or agreement to which they are obligated, which breach would have a material effect hereon.

15. ENTIRE CONTRACT AND MODIFICATION.

This CONTRACT supersedes all previous contracts and constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this CONTRACT, CONTRACTOR relies solely upon the provisions contained in this CONTRACT and no others.

16. PRIOR CONTRACTS.

This CONTRACT, upon execution, cancels and nullifies any prior contracts between COUNTY and CONTRACTOR concerning the same subject matter.

17. SECTION HEADINGS.

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

18. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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19. NO WAIVER OF DEFAULT.

No delay or omission to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver any such default or an acquiescence therein; and every power and remedy given by this CONTRACT shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the party exercising the power or remedy.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this contract on the day and year set forth herein.

**COUNTY OF SAN LUIS OBISPO**

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Chairperson of the Board of Supervisors

**ATTEST:**

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Clerk of the Board of Supervisors

Gary A. Walter, M.D.  
GARY A. WALTER, M.D.,

President and Secretary of Microcorre Diagnostic Laboratory

6.7.06

Date

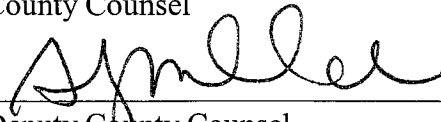
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**APPROVED AS TO FORM AND LEGAL EFFECT;**

JAMES B. LINDHOLM, JR.

County Counsel

  
\_\_\_\_\_  
Deputy County Counsel

  
\_\_\_\_\_  
Date

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Forensic Pathology

**EXHIBIT "A"**  
**COMPENSATION**

- A. COUNTY shall pay CONTRACTOR the initial contract amount of \$180,000.00 per annum payable in twelve (12) equal installments of \$15,000.00. Payment will be made within thirty (30) days of receipt of a claim or invoice.
- B. On the first, second, third, and fourth anniversary of the initial date of this contract the annual fee shall be increased by \$5,000.00.
- C. The number of service events performed under the terms of this contract during the first year will be limited to 225 autopsies plus 75 inspections. Each of these limits will increase by 3% in each subsequent contract year.
- D. In the event that the number of autopsies and/or inspections performed exceeds the specified limits, then an additional fee per service shall be charged, in addition to the contract amount. The fee for an outopsy shall be \$800.00. The fee for medical inspection shall be \$450.00.
- E. All expenses associated with the processing of tissue specimens and the preparation and staining of microscopic slides shall be included in the flat rate. The selection of a histopathology processing service and the transportation of tissue samples are to be selected by the mutual agreement of the parties.
- F. All court time and appearances shall be paid to CONTRACTOR on an hourly basis, separately billed to the San Luis Obispo County District Attorney's Office.